UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE:
DANIEL A. PORTER — NO. 08-20249 REF
CHAPTER 7

DAVID A. EISENBERG, TRUSTEE
Plaintiff — ADV NO. 08-2024

vs

AVIVA LIFE INSURANCE COMPANY
DANIEL A. PORTER
Defendants

STIPULATION IN RESOLUTION OF
COMPLAINT FOR TURNOVER OF ESTATE PROPERTY

The parties, by counsel, agree as follows, and request the same be made an Order of Court:

1. On or about May 9, 2003, Aviva Assignment Corporation ("Aviva Assignment") purchased annuity contract number SS475143 (the "Contract") from Aviva Life Insurance Company ("Aviva Life") to fund its obligations to make certain periodic payments (the "Periodic Payments") to Daniel A. Porter ("Porter" or "Debtor").

2. The Contract provides for the following Periodic Payments: quarterly payments of $555.08 each, beginning on July 2, 2004 and continuing through and including April 2, 2017; and monthly payments of $275.00 each, beginning on July 2, 2017 and continuing through and including June 2, 2029, and for life thereafter. A true and correct copy of the Contract is attached as **Exhibit "A"** and incorporated by reference.

3. Debtor filed a Petition for Relief under Chapter 7 of the Bankruptcy Code and Plaintiff, David A. Eisenberg, was appointed Trustee of the Estate ("Trustee").

4. Debtor selected the bankruptcy exemptions under Pennsylvania Law [11 USC §522(b)(3)]. Moreover, the Trustee filed an objection to Debtor's exemptions, which objections were resolved by Court approved Stipulation dated May 5, 2008. Accordingly, Debtor shall be entitled $100.00 per month of the Periodic Payments due under the Contract for its term. The balance beyond $100.00 per month shall belong to the Bankruptcy Estate and shall be made payable and forwarded to David A. Eisenberg, Bankruptcy Trustee of the Estate of Daniel A. Porter.

5. The Trustee shall be free to sell and assign its interests in the Periodic Payments on such terms as the Bankruptcy Court may approve. Any such sale or assignment must comply with 26 USCS § 5891 and the Pennsylvania Structured Settlement Protection Act, *40 P.S. § 4001 et seq.*

6. Aviva agrees that it will comply with any such sale or assignment in compliance with the requirements of paragraph 5 of this Stipulation.

7. This Agreement will become effective upon Court approval obtained after application by the Trustee under FRBP 9019.

Paul Edward Trainor, Esquire
Attorney for Debtor

Howard Gershman, Esquire
Attorney for Trustee

Stephen R. Harris, Esquire
Drinker, Biddle and Reath, LLP
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
Attorney for Aviva Life Insurance Company and
Aviva Assignment Corporation

4. Debtor selected the bankruptcy exemptions under Pennsylvania Law [11 USC §522(b)(3)]. Moreover, the Trustee filed an objection to Debtor's exemptions, which objections were resolved by Court approved Stipulation dated May 5, 2008. Accordingly, Debtor shall be entitled $100.00 per month of the Periodic Payments due under the Contract for its term. The balance beyond $100.00 per month shall belong to the Bankruptcy Estate and shall be made payable and forwarded to David A. Eisenberg, Bankruptcy Trustee of the Estate of Daniel A. Porter.

5. The Trustee shall be free to sell and assign its interests in the Periodic Payments on such terms as the Bankruptcy Court may approve. Any such sale or assignment must comply with 26 USCS § 5891 and the Pennsylvania Structured Settlement Protection Act, *40 P.S. § 4001 et seq.*

6. Aviva agrees that it will comply with any such sale or assignment in compliance with the requirements of paragraph 5 of this Stipulation.

7. This Agreement will become effective upon Court approval obtained after application by the Trustee under FRBP 9019.

____
Paul Edward Trainor, Esquire
Attorney for Debtor

____
Howard Gershman, Esquire
Attorney for Trustee

____
Stephen R. Harris, Esquire
Drinker, Biddle and Reath, LLP
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
Attorney for Aviva Life Insurance Company and Aviva Assignment Corporation